

REMARKS

Claims 1-8, 10-12 and 14-39 are presented for examination. Claims 1, 23, 33, 37 and 39 are independent and have been amended. No new matter has been added. Claims 9 and 13 were previously canceled without prejudice and disclaimer to the claimed subject matter. Reconsideration and further examination are respectfully requested. In response to the finality of the Office Action, Applicant is submitting herewith a Request for Continued Examination.

Claims 1-8, 10-12, and 14-39 were rejected under 35 U.S.C. § 112, second paragraph. Applicant submits that the terms recited in the claims derive their meaning from the Specification. Applicant submits that the Specification provides support for the presently recited claim language, at least in paragraphs 0028-00124, and specifically in paragraphs 0016, 0038-0062 and 00126-0149.

In particular, a line is described in the Specification as a line in an advertising contract that specifies “any one or more of the following criteria: the particular ad; the Web property on which the ad is to appear; start date; end date/duration; pricing (i.e., booked amount of money); GRP; and the like.” (e.g., Specification, Paragraph [0016]). Paragraph [0033] of the Specification further clarifies that a line “specifies a particular ad to be run and any one or more advertising characteristics.” As a result, a “line” is a line in an advertising contract that specifies a particular advertisement to be run and specifies aspects or characteristics of the advertisement.

A web property is described in, for example, Paragraph [0033] of the Specification as a “Web page or group of Web pages associated by a single trade name or similar logical commercial grouping, such as, for example, those Web pages associated with Yahoo! Shopping, Yahoo! Sports, and Yahoo! Finance, or a Web property may be a particular Web page or site associated as part of an advertising network, such as that offered by DoubleClick, Inc.” Thus, as set forth in the Specification of the instant application, as used herein a web property is a web site (collection of web pages associated with a single trade name or similar logical commercial grouping) on which an advertisement is to appear.

A booked amount is the amount of money that has been reserved for a particular advertisement line or lines. (See, e.g., Specification, Paragraph [0018] and Figs. 2, 3a,

and 3b). In particular, Figs. 2, 3a, and 3b show an amount booked and an amount recognized. Thus, the booked amount is the amount of money that has been reserved for a particular advertisement line or lines. Some or all of the booked amount is actually earned / received / recognized (See, e.g., Specification, Paragraphs [0015], [0037], and [0038]). As a result, reconsideration and withdrawal of the 35 U.S.C. 112 rejections is respectfully requested.

Claims 1-4, 6-8, 10-12, 14-16, 18-27 and 29-39 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,985,882 (Del Sesto) in view of U.S. Publication No. 2003/0050827 (Hennessey); Claims 5, 17 and 28 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Del Sesto in view of Hennessey, and in further view of U.S. Patent No. 6,772,129 (Alvarez). Reconsideration and withdrawal of the rejections are respectfully requested for at least the following reasons.

Claim 1 recites a method comprising: specifying a target Gross Rating Point (GRP) for one or more lines of an Internet advertising campaign; specifying a total booked amount for the lines, wherein the total booked amount comprises a total amount reserved for the lines; apportioning, via a computer device, the target GRP among one or more time periods of the Internet advertising campaign; apportioning, via the computer device, the total booked amount among the time periods, wherein recognized revenue being based on the apportioned target GRP and the apportioned total booked amount; and visibly displaying the recognized revenue on a user interface on a display of the computer device.

By way of a non-limiting example, in an embodiment, subject matter is directed to a system for conducting an online advertising campaign. The system specifies a target Gross Rating Point (GRP) for one or more lines of an Internet advertising campaign. The system also specifies a total booked amount for the lines, where the total booked amount comprises a total amount reserved for the lines. The target GRP is apportioned among one or more time periods of the Internet advertising campaign. The total booked amount is apportioned among the time periods, wherein recognized revenue is based on the apportioned target GRP and the apportioned total booked amount. The system then facilitates visible display of the recognized revenue on a user interface on a display of a computer device.

Independent claim 1 recites, in part:

specifying a target Gross Rating Point (GRP) for one or more lines of an Internet advertising campaign;

specifying a total booked amount for the lines, wherein the total booked amount comprises a total amount reserved for the lines;

The Office Action states that Del Sesto discloses this claim element with a total budget at Fig. 4J. Applicant respectfully disagrees. Applicant respectfully submits that Del Sesto's budget is not a "total booked amount" as claimed. Applicant's "total booked amount" is the total amount of money that has been booked for one or more lines of an advertising campaign and is not an estimate of income and expense for a given period in the future (i.e., a budget). A budget is an estimate of income and expense. There is no reserved amount of money for one or more advertisement lines. As a result, Del Sesto's Fig. 4J does not disclose specifying a total booked amount for the lines, as Del Sesto's budget is not a total booked amount.

Independent claim 1 also recites, in part:

apportioning, via the computer device, the total booked amount among the time periods, wherein recognized revenue is based on the apportioned target GRP and the apportioned total booked amount.

The Office Action states that Del Sesto does not disclose the above claim elements and relies on Hennessey to cure the deficiencies of Del Sesto. Hennessey describes utilizing customer/user generated data and market available data to provide a framework and guidance for a seller to price advertising time and space for programs offered by a media outlet, and to project future demand for advertising time and space. Hennessey determines the number of available advertising spots (avails) that exist in a market, the projected rating of the avail, the historical advertising avail sales price, and a reasonable target price for each avail. Hennessey utilizes avail request information from individual advertising agency clients, sellout data from broadcast media, together with ratings and projections from published rating services (such as Nielsen and CMR) to produce a series of reports that provide needed information to create projections of future inventory, demand and pricing ranges. The reports include avail demand and analysis

reports, market blueprint reports, market CPP tolerance reports, pricing grids, and market share trend reports.

The Office Action states that Hennessey discloses apportioning the total booked amount claim element in Fig. 7 because “the budget is divided by day parts.” Applicant respectfully submits that Hennessey’s budget is not a “booked amount” as claimed because a budget is not an amount reserved for an advertising line. The budget of Hennessey merely consists of estimates and not booked (i.e., reserved) amounts as claimed. As a result, Hennessey’s Fig. 7 does not disclose apportioning a total booked amount among one or more time periods.

Independent claim 1 also recites, in part:

wherein recognized revenue is based on the apportioned target GRP
and the apportioned total booked amount;

The Office Action states that Hennessey discloses this claim element at Fig. 11. Applicant respectfully disagrees. Fig. 11 of Hennessey has a % Revenue Contribution column and a Sellout (SO) Cost per Rating Point (CPP) column. Neither column, however, is based on a booked amount. As a result, Hennessey does not disclose recognized revenue being based on an apportioned target GRP and an apportioned total booked amount, as claimed in independent claim 1.

Therefore, Applicant submits that Del Sesto and Hennessey, taken alone or in combination, do not teach, disclose nor suggest all of the claimed subject matter of claim 1. Thus, because Del Sesto and Hennessey do not teach or suggest the above claim elements, it is respectfully submitted that claim 1 is patentable over Del Sesto and Hennessey, and Applicant respectfully requests that the Examiner withdraw the rejection. Nor could Del Sesto and Hennessey, alone or in combination with any reference of record render Claim 1 obvious, as no such combination would yield all of the elements in the presently recited claims.

For at least the foregoing reasons, Claim 1 and the claims that depend from claim 1 are believed to be in condition for allowance. In addition, for at least the same reasons stated above with respect to claim 1, independent Claims 23, 33, 37 and 39 are also believed to be in condition for allowance, and accordingly, the claims that depend from Claims 23, 33, 37 and 39 are also believed to be in condition for allowance.

Claims 5, 17 and 28 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Del Sesto in view of Hennessey, and in further view of Alvarez. It is respectfully submitted that the features described above with respect to Claims 1, 23, 33, 37 and 39, from which Claims 5, 17 and 28 depend, respectively, are applicable to these claims as well, and that Alvarez does not remedy these deficiencies. Therefore, Applicant submits that a combination of Del Sesto, Hennessey and Alvarez would not yield all of the elements in the presently cited claims, and therefore the combination cannot form the basis of a proper obviousness rejection.

Having responded to all objections and rejections set forth in the outstanding Office Action, it is submitted that the currently pending claims are in condition for allowance and Notice to that effect is respectfully solicited. Additional characteristics or arguments may exist that distinguish the claims over the prior art cited by the Examiner, and Applicant respectfully preserves their right to present these in the future, should they be necessary. In the event that the Examiner is of the opinion that a brief telephone or personal interview will facilitate allowance of one or more of the above claims, he is respectfully requested to contact Applicant's undersigned representative.

The Applicant's attorney may be reached by telephone at 212-801-6729. All correspondence should continue to be directed to the address given below, which is the address associated with Customer Number 76058.

The Commissioner is hereby authorized to charge any required fee in connection with the submission of this paper, any additional fees which may be required, now or in the future, or credit any overpayment to Account No. 50-1561. Please ensure that the Attorney Docket Number is referenced when charging any payments or credits for this case.

Respectfully submitted,

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